



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



November 20, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 November 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE SOLE SOURCE AGREEMENT WITH IDENTIX, INCORPORATED
FOR LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is requesting approval of a sole source agreement with Identix, Incorporated (Identix) to provide maintenance and support services for the Los Angeles County Regional Identification System (LACRIS) criminal identification LiveScan fingerprint equipment (Equipment).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement for LiveScan Equipment Maintenance and Support Services (Agreement) with Identix, for the period from December 1, 2012, through November 30, 2014, with an option to extend for two additional one-year periods for a maximum term not to exceed four years, with Maximum Contract Sum not to exceed \$5,239,732, which includes a \$500,000 contingency fund for the purchase of as-needed additional work, including professional services.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments, as set forth in the Agreement, including to: (1) approve assignment of the Agreement to a new contracting entity upon determining that such assignment is in the best interest of Los Angeles County (County) and execute applicable documents when the original contracting entity has merged,

been purchased, or otherwise changed; (2) modify the Agreement to include new or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; (3) exercise any of the extension options if it is in the best interest of the County; (4) replace or delete any Equipment, provided such change does not increase the Maximum Contract Sum, and (5) engage the Contractor to provide professional services and/or maintenance services for any additional hardware or additional software, using available contingency funds, with concurrence of the County's Chief Information Office (CIO), the Department's Project Management Office (PMO), and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to establish an agreement with Identix to provide continued maintenance and support of the Equipment. The Agreement provides for a contingency fund for the purchase of professional services, on an as-needed basis, to allow the Equipment to be updated in response to legislative mandates, to comply with future LACRIS functionalities, and to allow the Equipment to be fully functional and up-to-date for the term of the Agreement. The contingency funds will allow for the continued development of the LiveScan system resulting from any change or modification to any system that interfaces with the LiveScan system. The contingency funds will also be used for the purchase of maintenance services, if required, for any additional hardware or additional software acquired by the Department during the term of the Agreement.

The Department is responsible for maintaining the County's fingerprint identification systems, which are comprised exclusively of Identix LiveScan devices and resident software. These LiveScan devices are used Countywide in each of the Department's Sheriff's stations, as well as each police station, criminal booking facility, the Coroner's, District Attorney's, and Probation offices, and all but two courthouses in Los Angeles County.

The Equipment captures digital images and facilitates the electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to a central site located at the Department's Records and Identification Bureau, utilizing highly sophisticated and proprietary functions of the Equipment.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness, and Goal 2, Fiscal Sustainability, by allowing the Department to operate efficiently and maintain the Equipment. The Agreement allows for the delivery of an optimum level of service to law enforcement and criminal justice departments throughout the County, providing stakeholders with the ability to document and identify criminals, and solve crimes in fulfillment of their legal responsibility to the public.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the Agreement is \$5,239,732, which includes a \$500,000 contingency fund for the purchase of as-needed professional services and maintenance services on any additional hardware or additional software acquired during the term of the Agreement. This

Agreement will be funded in whole by the Remote Access Network (RAN) Board which administers LACRIS funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 18, 2008, the Board approved sole source Agreement Number 76819, with Identix, which expires on November 30, 2012.

The Agreement shall be for an initial term from December 1, 2012 through November 30, 2014, with options to extend for two additional one-year periods, for a maximum Term not to exceed four years. The annual contract sum ranges from \$1,124,507 to \$1,246,761 as set forth on Exhibit C, Equipment List and Price Schedule, of the Agreement. The hourly rate for professional services required by the County is \$180 per hour.

The Identix hardware and resident software are proprietary to, and can only be maintained by Identix. Identix does not license, authorize, or otherwise certify any third party to maintain its Equipment.

This Agreement requires the Contractor to be in compliance with all Board and Chief Executive Office (CEO) requirements.

The Agreement has been reviewed and approved as to form by County Counsel.

The CIO has reviewed and supports this Agreement.

CONTRACTING PROCESS

On March 14, 2012, the Department submitted to the Board an Advance Notification of its intent to enter into sole source negotiations with Identix. The CEO's approval of the Sole Source Checklist was received on April 3, 2012. The Agreement with Identix was procured on a sole-source basis since the Equipment is proprietary to Identix.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will allow the Department to continue to maintain the LiveScan Equipment located throughout the County.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board Letter and two original executed copies of the Agreement to the Department's Contract Unit.

Sincerely,

A handwritten signature in blue ink that reads "Leroy D. Baca". The signature is fluid and cursive.

LEROY D. BACA
Sheriff

A handwritten signature in black ink that reads "Richard Sanchez". The signature is fluid and cursive.

RICHARD SANCHEZ
Chief Information Officer

LDB:MEM:mm

Enclosures



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:	DATE:
CA 12-22	10/30/2012

SUBJECT:

**APPROVE SOLE SOURCE AGREEMENT WITH IDENTIX,
INCORPORATED FOR LIVESCAN EQUIPMENT MAINTENANCE AND
SUPPORT SERVICES**

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract ☒ Sole Source
☐ Amendment to Contract #: ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software ☒ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Leroy D. Baca

Description: The Sheriff's Department (Sheriff) is requesting approval for a Sole Source Agreement (Agreement) with Identix, Incorporated (Identix) to provide maintenance and support services for the Los Angeles County Regional Identification System (LACRIS) criminal identification LiveScan fingerprint equipment. The Agreement term is 2 years with two 1-year optional periods.

Contract Amount: 5,239,732

Funding Source: Remote Access Network

☒ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded:

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

This proposed Agreement will enable continuation of LiveScan fingerprint equipment maintenance and support services. It will provide on-going support services, application management services, and installation of new devices.

BUSINESS DRIVERS:

The proposed Agreement will allow for ongoing support of the LiveScan devices for the next 4 years until they can be replaced by the Multimodal Biometrics Identification System (MBIS).

PROJECT ORGANIZATION:

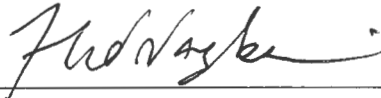
The Sheriff's LACRIS Bureau is driving this project programmatically. The project has a dedicated Project Manager, who is managing the operation.

	<p>PERFORMANCE METRICS:</p> <p>The proposed Agreement provides continued software, hardware, maintenance, and support services for the LiveScan application. Contractor will maintain, support, and service the LiveScan Equipment (including LiveScan devices, printers, cameras, servers and other sub-components) Contractor will perform full-service, on-call emergency repair Remedial Maintenance services for all LiveScan Equipment, the System Software with respect to such LiveScan Equipment, and the Additional Software, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The proposed Agreement supports County Strategic Plan Goal 1, Operational Effectiveness, and Goal 2, Fiscal Sustainability.</p> <hr/> <p>PROJECT APPROACH:</p> <p>The proposed Agreement enables provision of ongoing support services, application management services, and installation of new devices for the criminal identification LiveScan fingerprint equipment.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>LiveScan software is proprietary to Identix and they are sole provider of these services. If the proposed Agreement is not approved, the LiveScan software will not have maintenance services beyond November 30, 2012. A comprehensive enterprise solution will be evaluated during the MBIS RFP development.</p>
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The LiveScan system equipment utilizes proprietary hardware and software technology to provide digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to a central site located at the Sheriff's Records and Identification Bureau. The LiveScan system is interfaced with a number of different justice systems, including Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's (DOJ) Automated Fingerprint Identification System (AFIS).</p>

Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services</td><td>\$ N/A</td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services</td><td>\$ 4,739,732</td></tr> <tr> <td>Contingency.....</td><td>\$ 500,000</td></tr> </table> <p>Sub-total Contract Costs: \$ 5,239,732</p> <p>Other County costs:</p> <p>One-time costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services (ISD)</td><td>\$ N/A</td></tr> <tr> <td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr> <td>County staff (net new).....</td><td>\$ N/A</td></tr> </table> <p>Sub-total one-time County costs: \$ N/A</p> <p>Ongoing annual costs:</p> <table> <tr> <td>Hardware</td><td>\$ N/A</td></tr> <tr> <td>Software.....</td><td>\$ N/A</td></tr> <tr> <td>Services (ISD)</td><td>\$ N/A</td></tr> <tr> <td>Services (Contractor)</td><td>\$ N/A</td></tr> <tr> <td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr> <td>County staff (net new).....</td><td>\$ N/A</td></tr> </table> <p>Sub-total ongoing County costs: \$ N/A</p> <p>Total one-time costs: \$ N/A</p> <p>Total ongoing annual costs: \$ 5,239,732</p>	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ N/A	Hardware	\$ N/A	Software.....	\$ N/A	Services	\$ 4,739,732	Contingency.....	\$ 500,000	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD)	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A	Hardware	\$ N/A	Software.....	\$ N/A	Services (ISD)	\$ N/A	Services (Contractor)	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A
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Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. There are minimal risks to this proposed contract because it is a continuation of ongoing system software maintenance and support services. 2. The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues. 																																				

CIO Approval

PREPARED BY:

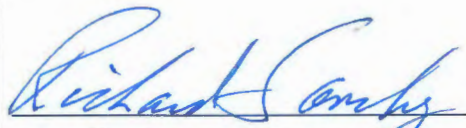


Fred Nazarbegian, Sr. Associate CIO

11-7-12

Date

APPROVED:



Richard Sanchez, County CIO

11-7-12

Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
IDENTIX INCORPORATED
FOR
LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND IDENTIX, INCORPORATED
FOR LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND IDENTIX, INCORPORATED
FOR LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

This Agreement is made and entered into as of this 20th day of November, 2012, by and between the County of Los Angeles ("County") and Identix Incorporated, a corporation organized under the laws of Delaware, located at 5705 West Old Shakopee Road, Suite 100, Bloomington, Minnesota 55437 ("Contractor"), for the provision of LiveScan Equipment Maintenance and Support Services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, County, through the Department, requires certain LiveScan Equipment Maintenance and Support Services for its LiveScan network systems; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such LiveScan Equipment Maintenance and Support Services; and

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through N attached hereto, any attachments and schedules attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following descending priority:

1.2.1. Exhibit A – Additional Terms and Conditions

- 1.2.2. Exhibit C – Maintenance Price Schedule and Equipment List
 - 1.2.3. Exhibit B – Statement of Work
 - 1.2.4. Exhibit D – Contractor's EEO Certification
 - 1.2.5. Exhibit E1 – Contractor Employee Acknowledgement and Confidentiality Agreement
 - 1.2.6. Exhibit E2 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement
 - 1.2.7. Exhibit F – Safely Surrendered Baby Law
 - 1.2.8. Exhibit G – Jury Service Program and Contractor Employee Jury Service Program Certification Form and Application for Exception
 - 1.2.9 Exhibit H - Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program
 - 1.2.10 Exhibit I - Contract Performance Discrepancy Report
 - 1.2.11 Exhibit J - Performance Requirements Summary (PRS) Chart
 - 1.2.12 Exhibit K- Attestation of Willingness to Consider Gain/Grow
 - 1.2.13 Exhibit L- Certification of No Conflict of Interest
 - 1.2.14 Exhibit M- IRS Notice 1015
 - 1.2.15 Exhibit N- Familiarity with County Lobbyist Ordinance Certification
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative

and not limiting. Captions and headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement. References in this Agreement to federal, state and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases with the initial letter capitalized shall have the following specific meanings when used in this Agreement:

- 2.1 "Acceptance" has the meaning set forth in Paragraph 5.3 (Additional Work).
- 2.2 "Additional Hardware" means additional LiveScan Equipment devices and additional hardware products not then specified on Exhibit C (Maintenance Schedule and Equipment List) of this Agreement, which are requested by County and purchased from Contractor outside of this Agreement .
- 2.3 "Additional Software" means any commercial-off-the-shelf software products which are requested by County and purchased from Contractor outside of this Agreement, and which do not constitute Additional System Software.
- 2.4 "Additional System Software" means customizations, modifications, enhancements, and/or interfaces (in each case, other than that which is required to be provided as Updates under Exhibit B (Statement of Work) of this Agreement), relating to, and designed to interoperate with, the System Software, but which is outside of the scope of what then constitutes the System Software.
- 2.5 "Additional Work" has the meaning set forth in Paragraph 5.3 (Additional Work).
- 2.6 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.7 "Amendment" has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.8 "Board" means the Los Angeles County Board of Supervisors.
- 2.9 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.10 "Change Order" has the meaning set forth in Section 6 (Change Orders and Amendments)
- 2.11 "Contractor" has the meaning set forth in the preamble.

- 2.12 “Contractor Project Director” has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.13 “Contractor Project Manager” has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.14 “County” has the meaning set forth in the preamble.
- 2.15 “County Counsel” means County’s Office of the County Counsel.
- 2.16 “County Project Director” has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.17 “County Project Manager” has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.18 “Department” has the meaning set forth in the preamble.
- 2.19 “Dispute Resolution Procedure” has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.20 “Hourly Labor Rate” means, for Contractor’s personnel, the fully burdened hourly rates set forth in Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement, each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.21 “Infringement Claims” has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of the Agreement.
- 2.22 “Initial Term” has the meaning set forth in Section 7 (Term).
- 2.23 “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 10.6 (Invoice Discrepancy Report).
- 2.24 “Jury Service Program” has the meaning set forth in Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.25 “LACRIS” means Los Angeles County Regional Identification System.
- 2.26 “LiveScan Equipment” means (a) the LiveScan network systems equipment, including LiveScan devices, printers, cameras, servers, and other sub-components, which are located at the sites listed on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement, and (b) any Additional Hardware acquired during the Term of this Agreement.

- 2.27 "Maintenance Services" has the meaning set forth in Paragraph 5.2 (Maintenance Services).
- 2.28 "Maximum Contract Sum" means the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, inclusive of all applicable Taxes, and, more specifically, means the not to exceed amount set forth in Section 8 (Prices and Fees).
- 2.29 "Option Term" has the meaning set forth in Section 7 (Term).
- 2.30 "Pool Dollars" has the meaning set forth in Paragraph 5.3 (Additional Work).
- 2.31 "Preventive Maintenance" has the meaning set forth on Section 6.0 (Preventive Maintenance Service Requirements) of Exhibit B (Statement of Work) of this Agreement.
- 2.32 "Professional Services" means any services outside of the scope of services then described in Exhibit B (Statement of Work) of this Agreement, which are requested by County and provided by Contractor pursuant to an Amendment and which do not constitute Maintenance Services. Professional Services may include the development of Additional System Software.
- 2.33 "Project Management Office" or "PMO" means the Department's Project Management Office, which oversees Information Technology projects throughout the Department.
- 2.34 "RAN Board" means County's Remote Access Network Board, which oversees funding for this Agreement.
- 2.35 "Remedial Maintenance" has the meaning set forth in Section 5.0 (Remedial Maintenance Service Requirements) of Exhibit B (Statement of Work) of this Agreement.
- 2.36 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.37 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.38 "System Software" means (a) any software resident on or embedded in any component of the LiveScan Equipment, which contributes in any part or way to the functionality of the LiveScan Equipment, as intended by the original equipment manufacturer and (b) any Additional System Software provided hereunder.

- 2.39 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.40 "Term" has the meaning set forth in Section 7 (Term).
- 2.41 "Updates" has the meaning set forth in Section 9.0 (Software Maintenance and Support Services) of Exhibit B (Statement of Work) of this Agreement.
- 2.42 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor pursuant this Agreement, including the work required under Exhibit B (Statement of Work), and all fully executed Change Orders and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 The County Project Director for this Agreement shall be the following person:

Bennett W. Seno, Lieutenant
Records and Identification Bureau
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Telephone: (562) 345-4340
Email: BWSeno@lasd.org

- 3.1.2 County will notify Contractor of any change in the name or address of the County Project Director.
- 3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, the County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 The County Project Director shall have the right at all times to inspect any and all Work provided by Contractor.

3.2 County Project Manager

- 3.2.1 The County Project Manager for this Agreement shall be the following person:

Eberhard W. Krone-Schmidt, Sergeant
Records and Identification Bureau
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Telephone: (562) 345-4321
Email: EWKrone@lasd.org

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
 - 3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and shall have the duties from time to time given to such person by County.
 - 3.2.4 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement, nor obligate County in any respect whatsoever.
 - 3.2.5 The County Project Manager shall advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.6 The County Project Manager shall issue a Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work) of this Agreement. The Contract Performance Discrepancy Report form is attached as Exhibit I (Contract Performance Discrepancy Report) to this Agreement.
 - 3.2.7 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice, report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County shall notify Contractor from time to time pursuant to Subparagraph 3.2.2 of this Agreement.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one (1) County position, and to assign all such duties to one (1) individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no

later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3.

- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

- 4.1.1 The Contractor Project Director shall be the following person, who shall be a full-time employee of Contractor:

Matthew Diederich
Identix Incorporated
5705 West Old Shakopee Road, Suite 100
Bloomington, MN 55437
Telephone: (952) 979-8484
Email: mdiederich@L1id.com

- 4.1.2 Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly, in person or by phone, to discuss issues related to this Agreement.

- 4.1.4 The Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with the terms of this Agreement.

4.2 Contractor Project Manager

- 4.2.1 The Contractor Project Manager shall be the following person, who shall be a full-time employee of Contractor:

Michael Mashburn
Identix Incorporated
5111 Roberts Avenue
Sacramento, California 95652
Telephone: (916) 569-4160
Email: mmashburn@MorphoTrust.com

- 4.2.2 Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

4.2.3 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.4 The Contractor Project Manager shall be available to meet and confer no less frequently than monthly, with County, or as determined by the County Project Manager, to discuss issues related to this Agreement, as further described in Paragraph 10.5 of Exhibit B (Statement of Work) of this Agreement.

4.3 Approval of Contractor's Staff

4.3.1 County approves the Contractor Project Director and the Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1 above. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and/or the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, the Contractor Project Director and/or the Contractor Project Manager, Contractor shall provide County with the resume of each such proposed replacement and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of the Contractor Project Director and/or the Contractor Project Manager.

4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 General. During the Term of this Agreement, Contractor shall fully and timely perform all Work under this Agreement, including pursuant to any fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. Contractor acknowledges that, subject to this Section 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable as described in Section 8 (Prices and Fees) and Section 10 (Invoices and Payments) of this Agreement. All Work performed hereunder must have the written approval of the County Project Director or designee prior to payment thereof. In no event shall County be liable or responsible for payment of any such Work prior to written approval thereof.

5.2 Maintenance Services. During the Term of this Agreement, Contractor shall provide to County all maintenance, support, and repair services described in

Exhibit B (Statement of Work) of this Agreement with respect to the LiveScan Equipment and the System Software (collectively, "Maintenance Services"), in exchange for County's payment of the applicable fees set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement in accordance with the terms of this Agreement.

5.2.1 Notwithstanding the foregoing, with respect to LiveScan Equipment constituting Additional Hardware, Contractor shall commence providing Maintenance Services with respect to such Additional Hardware, in exchange for the fees, if any, identified in the fully executed Amendment for the provision of such Maintenance Services for Additional Hardware. County's obligation to pay fees for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices) of this Agreement.

5.2.2 Also notwithstanding the foregoing, with respect to System Software constituting Additional System Software, Contractor shall commence providing Maintenance Services with respect to such Additional System Software upon County's Acceptance thereof in accordance with this Agreement, in exchange for the fees, if any, identified in the applicable fully executed Amendment for provision of such Maintenance Services for Additional System Software. County's obligation to pay fees, if any, for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices) of this Agreement.

5.2.3 With respect to each model of LiveScan Equipment, Contractor shall provide Maintenance Services with respect to such model for no less than five (5) years from such model's date of last manufacture, should County elect for Contractor to provide such Maintenance Services, including, if necessary, through an extension of the Term by way of an Amendment to this Agreement in accordance with Paragraph 6 (Change Orders and Amendments) of this Agreement.

(a) With respect to each model of LiveScan Equipment, Contractor shall provide County with written notice of the date of last manufacture as and when such date is published for each model of LiveScan Equipment.

(b) The obligations set forth in this Subparagraph 5.2.3 shall not limit in any respect, Contractor's obligations under this Agreement to provide Maintenance Services for the LiveScan Equipment during the Term of this Agreement. The obligations in this Subparagraph 5.2.3 are, however, contingent upon this Agreement being in effect, including, if necessary, through County's extension of the Term by way of an Amendment to this Agreement in accordance with Section 6 (Change Notices and Amendments) of this Agreement. As an example only, if at the time of publication of a date of last manufacture with respect to a particular model of LiveScan

Equipment (and Contractor's delivery of written notice with respect thereto), there remains six (6) years on the Term of this Agreement, then Contractor is obligated to provide Maintenance Services on that model of LiveScan Equipment for the remainder of the Term of this Agreement; Contractor would not, however, be obligated to enter into any extensions of the Agreement with respect to that model beyond the expiration of the Term of this Agreement, although Contractor may always agree to do so.

- (c) As used in this Subparagraph 5.2.3, "date of last manufacture" shall mean the date that Contractor publishes as the "end of life" date for a particular model of LiveScan Equipment.

5.2.4 With respect to Additional Software, Contractor shall commence providing Maintenance Services with respect to such Additional Software, in exchange for the fees, if any, identified in the fully executed Amendment for the provision of such Maintenance Services for Additional Software. County's obligation to pay fees for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices) of this Agreement.

5.3 Additional Work. Upon the (a) written request of County Project Director made at any time during the Term of this Agreement and (b) execution of an Amendment in accordance with Section 6 (Change Orders and Amendments) of this Agreement, Contractor shall provide Additional Work to County in accordance with the applicable Amendment and as otherwise required by this Agreement. Additional Work requested by County and provided by Contractor may include (1) Professional Services, including Additional System Software, and (2) Maintenance Services for any Additional Hardware, Additional Software, and/or Additional System Software.

5.3.1 Additional Work shall utilize and be capped by the aggregate amount set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement defined as "Pool Dollars." In no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Work, nor shall Contractor be required to perform any Additional Work for which there are no Pool Dollars available to pay Contractor. County's obligation to pay fees for Additional Work is as set forth in Paragraph 10.1 (Submission of Invoices) of this Agreement.

5.3.2 Upon County's request for Additional Work, Contractor shall provide to County, within seven (7) calendar days of receipt of such request, a proposed Amendment containing a written quotation of a maximum fixed price, the recommended Contractor's staff levels, a detailed description of Work to be performed under the Amendment (on a task and deliverable basis, if applicable), and any other information or documentation specified under Section 6 (Change Orders and Amendments) of this Agreement or otherwise by County Project Director. Approval of the Amendment and of

the Work to be performed thereunder shall be in accordance with Section 6 (Change Orders and Amendments) of this Agreement. Written quotations for (a) Professional Services shall use the applicable Hourly Labor Rates set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement and (b) Maintenance Services for Additional Hardware, Additional Software and/or Additional System Software shall use the rates identified on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement, if any, for the corresponding items of LiveScan Equipment or System Software. Written quotations for all other Additional Work shall be at Contractor's then-current published rates.

5.3.3 Contractor's quotations under each proposed Amendment for Additional Work shall be valid for sixty (60) calendar days from the date of submission to County, unless such period is extended by County and Contractor.

5.3.4 With respect to Additional Work under a particular Amendment, if at any time during testing of such Additional Work, the County Project Director determines that one or more components of the Additional System Software in such Additional Work has not successfully completed the testing, County shall promptly notify Contractor in writing of such failure, specifying in detail the reasons for such failure. Contractor shall immediately commence such necessary corrections and repairs to the component(s) to permit such component(s) to be ready for retesting. Contractor shall notify County when such corrections and repairs have been completed and County, at its election, shall engage in further testing.

(a) If, following the retesting, the County Project Director makes a good faith determination that one or more components of Additional System Software continues to fail to successfully complete testing, County shall promptly notify Contractor in writing of County's election to either (i) permit Contractor to repeat the correction and repair process described in this Subparagraph 5.3.4 above or (ii) terminate this Agreement with respect to the component(s) which have not successfully completed testing.

(b) If County elects to terminate this Agreement under this Subparagraph 5.3.4 above, County shall thereafter owe Contractor no further obligations under this Agreement with respect to such affected component(s).

5.3.5 County's acceptance of Additional Work shall occur upon County's execution of Contractor's standard written form acceptance certificate after Contractor has installed and provided the agreed upon training for such Additional Work in accordance with the Amendment and any related statement of work ("Acceptance").

- 5.4 Unauthorized Work. If Contractor provides any work, other than as specified in this Agreement, including under any fully executed Change Order or Amendment, the same shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

6. CHANGE ORDERS AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments).
- 6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 6.2.1 Using a Change Order executed by both the County Project Director and the Contractor Project Director for:
- (a) Any change which is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statement, other clerical corrections, etc.); or
 - (b) Any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement.
- 6.2.2 Using an Amendment executed by the Sheriff and an authorized representative of Contractor for:
- (a) Any change which engages Contractor to provide (1) Professional Services, including Additional System Software, and/or (1) Maintenance Services for any Additional System Software, Additional Hardware, and/or Additional Software, using available Pool Dollars, provided such change has the approval of the RAN Board, concurrence of the County's Chief Information Office, the Department's Project Management Office (PMO), and approval as to form by County Counsel;
 - (b) Any change which deletes equipment or replaces equipment and does not increase the Maximum Contract Sum, provided such change has the approval as to form by County Counsel;
 - (b) Any change involving an Option Term extension of this Agreement pursuant to Paragraph 7.2 below;

- (c) Any change which provides consent as set forth in Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Agreement and makes any amendments related thereto; or
- (d) Any addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement, as required by the Board of the County's Chief Executive Officer or designee. County hereby reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer.

6.2.3 Notwithstanding any other provision of this Section 6 (Change Orders and Amendments) or Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement, the Sheriff shall take all appropriate action to carry out any orders of the Board of Supervisors relating to this Agreement, and, for this purpose, the Sheriff or such person's designee is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement without further action by the Board of Supervisors and/or (2) prepare and sign Amendments to this Agreement which reduce the scope of work and the Maximum Contract Sum without further action by the Board of Supervisors.

- (a) Such notices of partial or total termination shall be authorized under the following conditions:
 - (i) Notices shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (ii) Notices shall have the written concurrence of County Counsel.
 - (iii) The Sheriff shall file a copy of all notices with the Executive Office of the Board of Supervisors and County's Chief Executive Office within fifteen (15) calendar days after execution of each notice.
- (b) Such Amendments shall be authorized under the following conditions:
 - (i) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (ii) The Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.

- (iii) Amendments shall have the written concurrence of County Counsel.
- (iv) The Sheriff shall file a copy of all Amendments with the Executive Office of the Board of Supervisors or its designee and County's Chief Executive Office within fifteen (15) calendar days after execution of each Amendment.

6.2.4 Using an Amendment executed by County's Board of Supervisors and an authorized representative of Contractor for any change other than as described in Subparagraphs 6.2.1-6.2.3 above.

6.3 Audit of Change Order Work

County is entitled to audit, in accordance with Section 41.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions) of this Agreement, Contractor's compliance with this Section 6 (Change Orders and Amendments) with respect to Work performed pursuant to any fully executed Change Order.

7. TERM

- 7.1 The term of this Agreement shall commence December 1, 2012 and shall terminate on November 30, 2014 (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The County has the option to extend the term of this Agreement for up to two (2) additional one (1) year periods (each an "Option Term"), for a total term not to exceed four (4) years. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.2.2 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 of this Agreement.

8. PRICES AND FEES

- 8.1 The Maximum Contract Sum for this Agreement, inclusive of Pool Dollars, authorized by County hereunder shall in no event, expressly or by implication,

exceed \$5,239,732.00, which shall be allocated as set forth in Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement.

- 8.2 The prices and fees payable by County to Contractor for Contractor's performance of all Maintenance Services (other than for Additional Work, which is described below) shall be as set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement.
- 8.3 The Hourly Labor Rate for Professional Services shall be as set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement.
- 8.4 All prices, fees, and rates set forth on Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement shall be firm and fixed for the Term of this Agreement.
- 8.5 Subject to Subparagraph 5.3.3 of this Agreement, the prices and fees for Additional Work shall be as set forth in the applicable fully executed Amendment, which is payable as described in Subparagraph 10.1.2 below.
- 8.6 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

- 9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Submission of Invoices

10.1.1 For Maintenance Services, all invoices shall be submitted on a monthly basis in arrears for Maintenance Services performed the previous month.

- (a) In the case of Additional System Software, County shall owe no additional fees for Contractor's

provision of Maintenance Services for Additional System Software, unless otherwise specified in the applicable Amendment. If additional fees are specified, Contractor invoicing for Maintenance Services for Additional System Software shall commence upon the second month following County's Acceptance of such Additional System Software in accordance with this Agreement.

10.1.2 For Additional Work performed pursuant to an Amendment (other than Maintenance Services, which is described in Paragraph 10.1.1 above), all invoices shall be submitted as follows:

- (a) Additional System Software: Unless otherwise specified in the Amendment, Contractor shall submit invoices for the purchase price of such Additional System Software after delivery of such Additional System Software and County shall pay properly prepared invoices for the same within thirty (30) calendar days of County's Acceptance of such Additional System Software.
- (b) Professional Services: Unless otherwise specified in the applicable Amendment, Contractor shall submit invoices for Professional Services after delivery of such Professional Services and County shall pay properly prepared invoices for the same within thirty (30) calendar days of County's Acceptance of such Professional Services.

10.1.3 All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, as evidenced by County Project Director's or designee's countersignature on the applicable invoice, prior to any payment thereof; such written approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

- (a) County's Agreement number;
- (b) Billing period and date;
- (c) Service location(s);

- (d) Evidence of County's written approval of the applicable Work; and
- (e) If for Additional Work (Section 5.3), a copy of the applicable Amendment and the amount of Pool Dollars available with both before and after totals, including the invoice amount.

10.3 Submission Addresses

Contractor shall submit an original invoice, addressed as shown below with the attention to the County Project Director:

Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Attention: Lieutenant Bennett Seno

With a copy to:

Los Angeles County Sheriff's Department
Fiscal Administration, Special Accounts, Rm.366
4700 Ramona Boulevard
Monterey Park, California 91754
Attention: Mai Tu

10.4 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor

within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any disputed Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. OWNERSHIP AND LICENSE

11.1 County owns and/or has license rights to the LiveScan Equipment and System Software installed and operated by the Department as of the effective date of this Agreement, pursuant to the terms of the original purchase order(s) for such LiveScan Equipment.

11.2 Licenses for Additional Work

11.2.1 Subject to the terms and conditions contained herein and any use restrictions set forth in the applicable end user license agreement, Contractor grants to County a non-exclusive, non-transferrable, perpetual license to use the Additional System Software in accordance with the terms of this Agreement.

(a) With respect to Additional System Software, the terms of Contractor's end user license agreement which applies to the Additional System Software shall govern the County's use of the Additional System Software. Contractor shall provide true and complete copies of the applicable end user license agreements prior to County's Acceptance of such Additional System Software.

12. REPLACEMENT PRODUCTS

12.1 If during the remainder of the Term of this Agreement, Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, Contractor or the assignee communicates to County the assignee's decision to discontinue any of its Support (as defined in this Paragraph 12.1) of the LiveScan Equipment and/or System Software at any time during the remainder of the Term of this Agreement, then County, at its option and without limiting or altering its rights under the License, may require that Contractor or its permitted assignee replace the LiveScan Equipment and System Software with similar LiveScan and system software products that are currently supported by Contractor or its permitted assignee (in this Section 12 (Replacement Products) defined as "Replacement Products") at no additional cost to County.

- 12.2 In this Section 12 (Replacement Products), the term "Support" shall mean all required remedial and preventative maintenance Work on the LiveScan and/or System Software during the term of this Agreement.
- 12.3 The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Section 12 (Replacement Products). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Replacement Products are provided by Contractor or assignee:
- 12.3.1 Contractor, or permitted assignee, shall, at no cost to County and in accordance with a reasonable schedule determined by County, provide license for and implement the Replacement Product, convert and migrate all of County's data from the System Software format to the Replacement Product format to ensure County is able to use such Replacement Product in production;
- 12.3.2 Any prepaid fees for Maintenance Services shall transfer in full force and effect for the balance of the Replacement Product's Maintenance Services, at no additional cost. Contractor or Contractor's permitted assignee, as the case may be, shall continue to provide Maintenance Services for the Replacement Product in exchange for the fees for Maintenance Services under this Agreement for the balance of the term of this Agreement;
- 12.3.3 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional cost to County;
- 12.3.4 Any and all units of the Replacement Product or otherwise offered separately, and needed to match the original LiveScan Equipment's and System Software's level of functionality or specifications shall be supplied by Contractor's permitted assignee without additional cost or penalty and shall not affect the calculation of any fees for Maintenance Services;
- 12.3.5 All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- 12.3.6 The definitions of "LiveScan Equipment" and "System Software" shall then include the Replacement Product.

13. LIQUIDATED DAMAGES

- 13.1 Without limiting the County's remedies available elsewhere herein, if the County Project Director determines that there are deficiencies in the performance of this Agreement, the County Project Director will provide a written notice to Contractor

to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

13.1.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

13.1.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is eight hundred dollars (\$800) per day per infraction, or as specified in the Exhibit J (Performance Requirements Summary (PRS) Chart) of this Agreement, and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

13.1.3 Upon giving ten (10) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

13.2 The action noted in Paragraph 13.1 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

13.3 This Section 13 shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Paragraph 13.1, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

14. NOTICES

14.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier

delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party

14.2 Notices to County shall be provided as follows:

- (1) Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Attention: Lieutenant Bennett Seno
Fax: (323) 415-3065

with a copy to:

- (2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Attention: Susie Cousins
Fax: (323) 415-4389

14.3 Notices to Contractor shall be provided as follows:

- (1) Identix Incorporated
5705 West Old Shakopee Road, Suite 100
Bloomington, Minnesota 55437
Attention: Legal Department
Fax: (952)932-0888

14.4 The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement, unless otherwise specified herein.

15. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

16. SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement & Interpretation), Section 2 (Definitions), Section 8 (Prices & Fees), Section 10 (Invoices and Payments), Section 11 (Ownership and License), Section 12 (Replacement Products), Section 14 (Notices), Section 15 (Arm's

Length Negotiations), Section 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement.

[Intentionally Left Blank]

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND IDENTIX, INCORPORATED
FOR LIVESCAN EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code
delivery of this document has been made.

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

By *[Signature]*
Deputy



IDENTIX INCORPORATED

By *[Signature]*
Title President - CEO

77869

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *[Signature]*
Michele Jackson,
Senior Deputy County Counsel

37

NOV 20 2012

County of Los Angeles
Sheriff's Department

24

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

Livescan Equipment Maintenance
and Support Services Agreement

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms in this Exhibit A (Additional Terms and Conditions) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures:

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
 - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract, but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached as Exhibit E2 of the Agreement, for each of subcontractor's employees performing Work under the subcontract. Such completed forms shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and the Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and the Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A (Additional Terms and Conditions) or any other termination provision under this Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall

not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and

Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit A (Additional Terms and Conditions), in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision

of this Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency, and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information) of this Exhibit A (Additional Terms and Conditions).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2 above) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the

right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with

this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration) of this Exhibit A (Additional Terms and Conditions), then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit A (Additional Terms and Conditions), County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 13.0 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 5.0 (Termination for Default) or Section 6.0 (Termination for Convenience) of this Exhibit A (Additional Terms and Conditions), Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants, and further covenants and agrees to the following:

11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.

11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including Exhibit B (Statement of Work).

- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.
- 11.6 Contractor shall provide all Professional Services in a professional and workmanlike manner by duly qualified personnel.
- 11.7 The Livescan Equipment, System Software, Additional Software and all components thereof shall interface and be compatible with each other.
- 11.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Livescan Equipment, System Software, Additional Software or any component thereof through any virus, device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code (in this Paragraph 11.10 each a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the Livescan Equipment, System Software, Additional Software or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the Livescan Equipment, System Software, Additional Software, any component thereof, or the data contained therein. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on the Livescan Equipment, System Software, Additional Software or any component thereof provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component to contain any Disabling Device.
- 11.9 Without limiting Contractor's obligations to provide Maintenance Services with respect to Additional System Software, the Additional System Software is provided on an "AS-IS" basis without warranty of any kind.
- 11.10 Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any third party product or service provided hereunder shall fully extend to and be enjoyed by County.
- 11.11 THE WARRANTIES CONTAINED IN THIS SECTION 11 (FURTHER WARRANTIES) AND ALL OTHER WARRANTIES IN THE AGREEMENT ARE EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS

UNDER THE LAWS OF ANY JURISDICTION, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CONTRACTOR ANY OTHER LIABILITIES IN CONNECTION WITH THE SAID ARTICLES. These warranties shall not apply to any of such products or services that shall have been repaired or altered, except by Contractor or as approved by Contractor, or to any products which have been altered or modified other than by Contractor or as approved by Contractor.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to the Agreement.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) below. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Compliance Manager

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-contractors which arises from or relates to the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Contractor's

General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following expiration, termination or cancellation of the Agreement.

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 Insurance Coverage

12.3.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

12.3.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to the Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the expiration, termination, or cancellation of the Agreement.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to Work provided under under the Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Livescan Equipment, System Software, and Additional Software, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Livescan Equipment, System Software, and Additional Software or part(s) or component(s) thereof, with another item of equipment and/or software of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Livescan Equipment, System Software, and Additional Software and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of

the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

- 17.1 In the performance of the Agreement, Contractor's shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required

thereby to be included in the Agreement are hereby incorporated herein by reference.

- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached as Exhibit D (Contractor's EEO Certification) to the Agreement.

- 19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
- 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4. Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at

the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A (Additional Terms and Conditions).

- 19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be

hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

- 21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Paragraph 13.1 (Indemnification) of this Exhibit A (Additional Terms and Conditions) from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit A (Additional Terms and Conditions), (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit A (Additional Terms and Conditions), (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit A (Additional Terms and Conditions), or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the

Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of the Agreement.

- 23.3 Contractor's Certification of No Conflict of Interest is attached as Exhibit L (Certification of No Conflict of Interest) of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

- 25.1 Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.
- 25.2 Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached as Exhibit N (Familiarity with the County Lobbyist Ordinance Certification) of the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 26.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.
- 26.2 Contractor's Attestation of Willingness to Consider GAIN/GROW Participants is attached as Exhibit K (Attestation of Willingness to Consider GAIN/GROW Participants) of the Agreement.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

- 29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a

prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

- 29.2 CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit A (Additional Terms and Conditions) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement. Contractor's Contractor Employee Jury Service Program Certification Form and Application for Exception is also attached as Exhibit G (Jury Service Ordinance and Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement.

32.2 Written Employee Jury Service Policy

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.
- 32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such

investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 INTENTIONALLY OMITTED

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached as Exhibit N (IRS Notice 1015) of the Agreement. Additional copies of Internal Revenue Service Notice 1015 can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit A (Additional Terms and Conditions).
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit A (Additional Terms and Conditions).

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all

financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due

to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum of the Agreement.

- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement, including Exhibit J (Performance Requirements Summary (PRS) Chart).

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under the Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor and all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit A (Additional Terms and Conditions) become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or

“Proprietary,” Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

- 52.1 The Agreement is subject to the provisions of the County’s ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any

time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit A (Additional Terms and Conditions), are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard

facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status

would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of the Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for the Agreement, then the Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement. Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program is also attached as Exhibit H (Defaulted Property Tax Reduction Program and Certification of Compliance with County's Defaulted Property Tax Reduction Program) of the Agreement.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Exhibit A (Additional Terms and Conditions) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 NOTICE OF DELAYS

Except as otherwise provided under the Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK

Capitalized terms used in this Exhibit B (Statement of Work) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

1.0 PURPOSE AND BACKGROUND

- 1.1 The Department desires Contractor to provide equipment maintenance, support, and repair services further described in this Exhibit B for the LiveScan Equipment, System Software, and Additional Software. The systems are located in every police station, Department station, criminal booking facility, the Coroners Office, Probation sites, the District Attorney's Office and all but two of the courthouses in Los Angeles County, as listed on Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement.
- 1.2 The County's criminal LiveScan network is a dynamic system that is designed to incorporate new technology as new generation LiveScan hardware, software, and processing equipment are introduced. The County's criminal LiveScan network went through a significant upgrade in 2005 at a cost of \$7.8 million.
- 1.3 The County's network in its current configuration is interfaced to the Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's (DOJ) Automated Fingerprint Identification System (AFIS). Any change or modifications to the interfacing systems impacts the configuration of the County's LiveScan network.
- 1.4 The primary functionality of the criminal LiveScan devices permits the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to the LAFIS located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions designed specifically for the County.

2.0 GENERAL SCOPE OF SERVICES

- 2.1 Contractor shall maintain, support, and service (1) the LiveScan Equipment (including LiveScan devices, printers, cameras, servers and other sub-components) listed in Exhibit C (Maintenance Price Schedule

and Equipment List) of the Agreement, (2) the System Software with respect to such LiveScan Equipment, and (3) any Additional Software.

- 2.2 Contractor shall provide, upon County's request, any and all Additional Work.

3.0 MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide both Remedial Maintenance and Preventive Maintenance of all the LiveScan Equipment listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, the System Software with respect to such LiveScan Equipment, and the Additional Software.

4.0 SELF DIAGNOSTIC CAPABILITY

Contractor shall provide a self-diagnostic capability for each device of LiveScan Equipment, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Department's LACRIS staff or Contractor's representative. The devices must also be able to run self diagnostics at pre-determined times.

5.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

- 5.1 Contractor shall perform full-service, on-call emergency repair Remedial Maintenance services for all LiveScan Equipment listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, the System Software with respect to such LiveScan Equipment, and the Additional Software, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays.
- 5.2 "Remedial Maintenance" is defined as the lubrication, adjustment, and replacement of parts to restore equipment to good operating condition as per manufacturer's specification. Remedial Maintenance includes all required labor, repair, and/or replacement of all LiveScan Equipment parts and the System Software with respect to such LiveScan Equipment, and the Additional Software regardless of how damaged. With respect to System Software and Additional Software, Remedial Maintenance includes the provision of Updates needed to restore such System Software or Additional Software to good operating condition as per manufacturer's specification.
- 5.3 Contractor shall provide Remedial Maintenance service which ensures that the LiveScan Equipment shall be repaired within eight (8) consecutive hours from the time Contractor is notified by the Department. If any device or equipment is out of service for eight (8) consecutive hours from

the time Contractor was notified by the Department, Contractor shall, by the end of the eighth (8th) hour, replace the defective device or equipment with an operable device or equipment until the defective item has been fully repaired. The eight (8) hour clock begins from the time of personal notification to a representative, or message left at call center for Contractor. The service technician assigned the service call must return the Department's call within one (1) hour to the LACRIS Help Desk at (562) 345-4400.

- 5.4 Contractor shall provide Remedial Maintenance on an on-call basis. Contractor shall provide contact information for response to requests for repairs after normal business hours.
- 5.5 Contractor may attempt to correct problems by phone or remote access. If Contractor is unable to correct a problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified by the Department, depending on the availability of the site.

6.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

- 6.1 Contractor shall provide Preventive Maintenance in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of LiveScan Equipment listed on Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, the System Software with respect to such LiveScan Equipment, and any Additional Software.
- 6.2 Without limiting the requirement that the Preventive Maintenance schedule be in accordance with the recommendations of the original equipment manufacturer, Preventive Maintenance shall be performed every thirty (30) calendar days, with no less than fifteen (15) calendar days in between visits, and with a downtime of no more than one and one half (1.5) hours.
- 6.3 All Preventive Maintenance must be performed during slack times or off-shift hours, when LiveScan Equipment is not in use, and must not exceed 1.5 hours per Preventive Maintenance call.
- 6.4 Contractor shall provide a Preventive Maintenance service that is consistent with the level of required Preventive Maintenance for a specific location. "Preventive Maintenance" shall include but is not limited to: checking, cleaning, and calibrating all equipment (including but not limited to: LiveScan device, mug shot camera, printer, server, and other sub-components) at each site to ensure good working condition to manufacturer's specification.

- 6.4 The various sites where LiveScan Equipment is located and where Preventive Maintenance shall be performed are listed on Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement.

7.0 ON-SITE CRITICAL PARTS

- 7.1 Contractor shall provide a list of high usage and critical spare parts for any LiveScan Equipment to be stored locally at the Department's Central Site equipment storage in Norwalk, as listed on Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement. This list must be approved by the County Project Manager prior to the actual storage of such parts by Contractor.
- 7.2 Any spare part that is used in the recovery from a failure of any component of such LiveScan Equipment must be replaced within seventy-two (72) hours of the use at Contractor's expense.
- 7.3 The County Project Manager will ensure that periodic inspection of the spare parts is made and the quantity of the spare parts can be verified against the list.
- 7.4 Contractor service technicians must have all parts, materials, and tools available on-site, when servicing and performing on-site repairs.

8.0 ADDITION/DELETION OF COUNTY LIVESCAN EQUIPMENT

County, at its sole discretion, reserves the right to add, replace, or delete like LiveScan Equipment or System Software items, of a similar type and/or complexity to those located at sites listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement. Pricing for services for such items shall be determined by mutual agreement of the parties and memorialized as provided for in the Section 6 (Change Orders and Amendments) of the Agreement.

9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

- 9.1 Contractor shall provide and install all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications, including, without limitation, those required in order to achieve and maintain the LiveScan Equipment's compliance with applicable federal, state and local laws, rules, regulations, and ordinances, to the System Software and Additional Software as they become available, including, but not limited to, auto updating, service packs, operating system updates, critical patches, hardware firmware updates/upgrades and other system updates as necessary (collectively, "Updates"). Contractor hereby grants County a perpetual, irrevocable license to use the Updates.

10.0 CONTRACTOR'S RESPONSIBILITIES

- 10.1 Contractor and each of Contractor's staff (service technicians) assigned to provide services under this Agreement shall, prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS LiveScan facility, accessing any LiveScan Equipment, or any part of the LiveScan network.
- 10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.
- 10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at any of the LiveScan Equipment sites.
- 10.4 Contractor shall provide ongoing Remedial Maintenance and Preventive Maintenance, in accordance with the specific site requirements as outlined in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW.
- 10.5 The Contractor Project Manager shall meet with the County Project Manager as follows:
 - a. Monthly management meeting to discuss project overview.
 - b. Bi-monthly regarding maintenance issues.
 - c. As-needed meeting to discuss other issues. Contractor will be given written or electronic notification three (3) calendar days prior to the meeting as to the date, time, and location.
- 10.6 Contractor shall maintain a complete service-call tracking system, including appropriate documentation, for each equipment item covered under this Agreement which shall minimally include:
 - a. Dates and times service calls are placed;
 - b. Dates and times service calls are dispatched and completed;
 - c. Facility from which service call is placed;
 - d. Name of the person who placed the service call;
 - e. Serial number of equipment serviced;
 - f. Description of problem;
 - g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
 - h. Complete, documented service history of each piece of equipment;

- i. Service technician's full printed name;
- j. Service technician's signature; and
- k. Agreement number.

10.7 Upon completion of each Preventive Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Maintenance repair service call.

10.8 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

11.0 CONTRACTOR'S STAFF

11.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to this Agreement. The duties of the Contractor Project Director and the Contractor Project Manager are briefly described in the Section 4 (Administration of Agreement-Contractor) of the Agreement.

11.2 Contractor shall ensure that both the Contractor Project Director and the Contractor Project Manager are able to receive telephonic and electronic communication from the Department, as needed, Monday through Friday, during normal business hours (8:00 a.m. to 5:00 p.m.). The Contractor Project Manager shall act as a central point of contact with the County.

11.3 Contractor shall maintain sufficient staff assigned to the County and to this Agreement to meet the maintenance service requirements herein.

12.0 MATERIALS AND TOOLS

12.1 Contractor shall provide all tools and diagnostic equipment (collectively "tools") necessary to provide the maintenance services required herein. The purchase of all tools needed for the provision of all Work under this Agreement is the responsibility of Contractor.

12.2 Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

- 12.3 Contractor shall use either original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards in the provision of the Maintenance Services required herein. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged County equipment or property.

13.0 CONTRACTOR'S DAMAGES / CLEANUP

- 13.1 All damages incurred to the site of the LiveScan Equipment by Contractor shall be repaired or replaced at Contractor's expense.
- 13.2 All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department may, at its sole discretion, deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor.
- 13.3 Upon completion of Work, Contractor shall remove remaining excess materials from the LiveScan Equipment site. Any dirt, stains or residues caused by the Work under this Agreement shall be cleaned off and removed.

14.0 CONTRACTOR'S GUARANTEE

- 14.1 Contractor shall guarantee fully-operational system performance for each item of (1) LiveScan Equipment included in Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement, which is comprised of a modular configuration of various equipment items, (2) System Software, with respect thereto, and (3) Additional Software (collectively referred to in this Section 14.0 each as a "system") at a minimum rate of not less than ninety-five percent (95%) annually. Contractor shall review system performance monthly, or as often as necessary to verify the 95% annual performance standard for each year the systems are covered under this Agreement.

14.2 System Downtime (non-operational) Defined

For purposes of this Agreement, a system is considered non-operational when a) the entire system is not functional, or b) a component of the system, including software, is not working properly and adversely impacting the ability of the system to fully function as intended by the original equipment manufacturer of the affected component.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner:

- 1) total hours per day the system is required by the County to be in service,
- 2) multiplied by the number of required days in service per month,
- 3) multiplied by 95%. (Prior to beginning Work under this Agreement, County will provide Contractor with a listing of 'in-service' requirements (hours) for each system listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement.

14.3 System Downtime Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

- a. Facility power failure(s)
- b. County data system or network failure
- c. County operator error
- d. Force majeure events described in Section 15.0 (Force Majeure) of Exhibit A (Additional Terms and Conditions) of the Agreement.

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective system, and provide a revised figure to Contractor. Notwithstanding this Paragraph 14.3, Contractor shall nonetheless provide all repair services required under this Agreement within the time frames, and in the manner set forth in this Agreement.

- 14.4 For each system which fails to meet the performance standard in any calendar month, Contractor shall issue to County a credit for the following calendar month based upon the monthly service Agreement price for the system in question, which shall be determined as follows:

<u>Equipment uptime</u>	<u>Applied Invoice Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

- 14.5 Contractor shall, within five (5) Business Days of the close of each previous month, provide the County Project Manager with a summary system status report for all systems then listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement. The summary report shall minimally include: system serial numbers, location of equipment, County's required in-service hours, actual hours in service, and percent of hours in operation.
- 14.6 County will review Contractor's service-call tracking system documentation discussed in Paragraph 10.6 above, or other records, as often as necessary, but not less than monthly. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.
- 14.7 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for any system which is not in service for eight (8) consecutive hours, and for which Contractor has not provided an adequate remedy (loaner equipment or components) as described in Paragraph 5.0 (Remedial Maintenance Service Requirements) of this SOW.

15.0 CONTRACTOR'S WARRANTY

In addition to the other warranties elsewhere in the Agreement:

15.1 Warranty to Provide Professional Skills and Performance

- 15.1.1 Contractor warrants that all Work performed under this Agreement will be performed in a timely and professional manner using only qualified, skilled, or original equipment manufacturer (OEM) trained and, if applicable, certified maintenance technicians specifically qualified to maintain and repair the LiveScan Equipment located at sites listed in Exhibit C (Maintenance Price Schedule and Equipment List) of this Agreement, System Software, and the Additional Software.
- 15.1.2 Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the LiveScan Equipment listed in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, System Software, and the Additional Software, for the same or similar tasks, deliverables, services, and other Work.
- 15.1.3 Contractor warrants that Contractor and all staff performing Work hereunder are authorized to perform the Work hereunder, including,

if required, by the OEM.

15.2 Warranty to Maintain Equipment within Specifications

Contractor warrants that Contractor will maintain County's LiveScan Equipment, System Software, and the Additional Software free from defects in workmanship and materials so that all LiveScan Equipment, System Software, and Additional Software shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the original equipment manufacturer (OEM) of each component thereof.

16.0 ACCEPTABILITY OF WORK

All Work shall be performed in a professional manner, and must be acceptable to LACRIS staff who are technically qualified Department personnel designated by the County, including the County Project Director and County Project Manager or their designee. All Work shall be completed within the time frames specified in Section 5.0 (Remedial Maintenance Service Requirements), Section 6.0 (Preventive Maintenance Service Requirements), and Section 7.0 (On-Site Critical Parts) of this SOW, unless otherwise approved by the County Project Director.

17.0 PERFORMANCE REQUIREMENTS SUMMARY

17.1 All listings of services set forth in Exhibit J (Performance Requirements Summary Chart) of the Agreement are intended to be completely consistent with the Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and this SOW. In any case of apparent inconsistency between services as stated in the body of the Agreement, this SOW, and Exhibit J (Performance Requirements Summary Chart) of this Agreement, the meaning apparent in the Agreement and SOW shall prevail. If any service created in Exhibit J (Performance Requirements Summary Chart) of the Agreement is not clearly and forthrightly set forth in the Agreement and the SOW, that portion of Exhibit J (Performance Requirements Summary Chart) of the Agreement shall be null and void.

17.2 When Contractor's performance does not conform to the requirements of this Agreement, County shall have the option to apply the following non-performance remedies:

- a. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return

performance to an acceptable level, and monitoring methods to prevent recurrence.

- b. Reduce payment to Contractor by computed amount based on the assessment(s) in the PRS.
- c. Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- d. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) Business Days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

17.3 This Section 17.0 (Performance Requirements Summary) does not preclude the County's right to terminate the Agreement in accordance with the provisions of Exhibit A (Additional Terms and Conditions) of the Agreement.

18.0 CONTRACT PERFORMANCE DISCREPANCY REPORT

- 18.1 Verbal notification of a contract performance discrepancy will be made to the Contractor Project Manager as soon as possible.
- 18.2 The County Project manager will determine whether a formal Contract Performance Discrepancy Report shall be issued. The Contract Performance Discrepancy Report form is attached as Exhibit I (Contract Performance Discrepancy Report) of the Agreement.
- 18.3 Upon Contractor's receipt of a Contract Performance Discrepancy Report, Contractor shall respond in writing to the County Project Manager within ten (10) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Performance Discrepancy Report shall be submitted to the County Project Manager within ten (10) Business Days.

19.0 ADDITIONAL WORK

Upon the written request of the County Project Director made at any time and from time to time during the Term of the Agreement, Contractor shall provide to County all requested Additional Work, which includes (1) Professional Services,

including but not limited to the development of Additional System Software, additional custom programming, modifications, enhancements, interfaces, and data conversions, and (2) Maintenance Services for Additional Hardware, Additional Software, and Additional System Software. Such Additional Work shall be provided in accordance with Paragraph 5.3 (Additional Work) of the Agreement.

EXHIBIT C

MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST

EXHIBIT C- EQUIPMENT LIST AND PRICE SCHEDULE FOR 24/7 P12 COVERAGE / MONTHLY BILLING

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 1 (12-1-12 thru 11-30-13)	Price Yr 2 (12-1-13 thru 11-30-14)	Price Opt. Yr 1 (12-1-14 thru 11-30-15)	Price Opt. Yr 2 (12-1-15 thru 11-30-16)	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
1	Alhambra Adult Probation		200 East Woodward Ave	Alhambra	91801	2305-00063B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Probation	CA019233G	L85	07/07/05	587634
2	Alhambra Court		150 Commonwealth Ave	Alhambra	91801	2305-00069D	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900ZL	M50	07/07/05	587635
3	Alhambra Police Department		211 South 1st Street	Alhambra	91801	2805-00102	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190100	L01	09/30/05	588691
4	Antelope Valley Adult Probation		321 West Avenue K-4	Lancaster	93534	3405-00151B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Probation	CA019203G	L94	12/22/05	590924
5	Antelope Valley College Police		3041 West Avenue K	Lancaster	93536	2805-00113	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA019A500	L02	10/12/05	588700
6	Arcadia Police Department		250 West Huntington Drive	Arcadia	91007	2705-00094C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190200	L03	07/21/05	588657
7	Azusa Police Department		725 North Alameda Ave	Azusa	91702	3005-00141B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190500	L04	10/06/05	588695
8	Baldwin Park Police Department		14403 South Pacific Ave	Baldwin Park	91706	2505-00072A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190600	L05	07/07/05	587615
9	Baldwin Park Unified School Dist		3699 N. Holly Ave	Baldwin Park	91706	3405-00158B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191N00	L84	03/23/06	590925
10	Bell Gardens Police Department		7100 Garfield Ave	Bell Gardens	90201	2205-00044A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190900	L06	10/20/05	588716
11	Bell Police Department		6326 Pine Avenue	Bell	90201	1805-00003A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190700	L07	10/06/05	588710
12	Beverly Hills Court		9355 Burton Way	Beverly Hills	91210	2305-00070C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z2	M51	07/08/05	587657
13	Beverly Hills Police Department		464 North Rexford Drive	Beverly Hills	90210	2505-00073	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191000	L08	07/08/05	587656
14	Burbank Court		300 East Olive Avenue	Burbank	91502	2505-00077B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z3	M52	07/19/05	588652
15	Burbank Police Department		200 North 3rd Street	Burbank	91502	2605-00086C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191200	L09	07/19/05	588651
16	Centinella Probation		1330 W Imperial Highway	Los Angeles	90044	3405-00149	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Probation	CA019063G	L92	12/19/05	59914
17	Central Arraignment Court		429 Bauchet Street	Los Angeles	90012	2805-00104A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z4	M53	07/28/05	588745
18	Clara Shortridge Flotz	Criminal Justice Center (CCB) #1	210 West Temple Street	Los Angeles	90012	2105-00019C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z8	M54	06/07/05	587597
19	Clara Shortridge Flotz	Criminal Justice Center (CCB) #2	210 West Temple Street	Los Angeles	90012	2105-00020C	No	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z8	M84	06/07/05	587596
20	Claremont Police Department		570 West Bonita Avenue	Claremont	91711	2505-00081B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191300	L10	07/13/05	587637
21	Compton Court		200 West Compton Blvd	Compton	90270	2205-00051C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Z5	M55	09/28/05	588663
22	Covina Police Department		444 North Citrus Street	Covina	91733	2305-00071B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191600	L11	07/11/05	587626
23	Crenshaw Probation		3606 W. Exposition Blvd	Los Angeles	90016	3405-00153B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Probation	CA019173G	L93	12/19/05	590915
24	Culver City Police Department		4040 Duquesne Avenue	Culver City	90232	2305-00068D	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0191800	L12	07/08/05	587636
25	Downey Court		7500 E Imperial Hwy	Downey	90242	1905-00012	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Y2	M56	06/07/05	587602
26	Downey Police Department		10911 Brookshire Ave	Downey	90241	2105-00022B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192000	L13	06/06/05	587603
27	East Los Angeles Court		214 South Fetterly Ave	Los Angeles	90022	2105-00018B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Y1	M57	06/08/05	587599
28	East San Fernando Probation		14414 Delano Street	Van Nuys	91401	3505-00161A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Probation	CA019043G	L90	12/19/05	590923
29	Eastlake Juvenile Court		1601 Eastlake Avenue	Los Angeles	91033	2005-00015A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900P3	M58	06/08/05	587598
30	Edelman Children Superior Court		201 Centre Plaza	Monterey Park	91754	2105-00024B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Y4	M59	06/09/05	587628
31	El Camino College Police Dept		16007 S. Crenshaw Blvd	Torrance	90505	3505-00172C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0190C00	L76	01/08/07	591878
32	El Monte Court		11234 East Valley Blvd	El Monte	91731	2305-00065C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900X8	M60	07/06/05	587599
33	El Monte Police Department		11333 East Valley Blvd	El Monte	91731	2305-00064	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192200	L14	12/01/05	590911
34	El Segundo Police Department		348 Main Street	El Segundo	90275	2305-00059C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192300	L15	07/28/05	588735
35	Gardena Police Department		1718 West 162nd Street	Gardena	90247	2205-00052A	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192400	L16	07/26/05	588673
36	Glendale Court		600 East Broadway	Glendale	91206	2305-00056B	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	LASD Court	CA01900Y5	M61	07/06/05	587632
37	Glendale Police Department		131 North Isabel Street	Glendale	91206	2305-00062C	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192500	L17	07/06/05	587633
38	Glendora Police Department		150 South Glendora Ave	Glendora	91741	2805-00105	TP-PRT-COLOR2	\$2,247.26	\$1,465.91	\$1,692.22	\$1,926.45	Police	CA0192600	L18	07/29/05	588681

EXHIBIT C- EQUIPMENT LIST AND PRICE SCHEDULE FOR 24/7 P12 COVERAGE / MONTHLY BILLING															
Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 1 (12-1-12 thru 12-31-13)	Price Yr 2 (12-1-13 thru 12-31-14)	Price Opt Yr 1 (12-1-14 thru 12-31-15)	Price Opt Yr 2 (12-1-15 thru 12-31-16)	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
39 Harbor Probation		3221 Torrance Blvd	Torrance	90505	4035-00177B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA019053G	L54	09/13/06	591882
40 Hawthorne Police Department	Adult	12501 Hawthorne Blvd	Hawthorne	90250	2205-00045C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0192800	L19	07/25/05	588671
41 Hawthorne Police Department	Juvy	12501 Hawthorne Blvd	Hawthorne	90250	2305-00053	No	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0192800	L20	07/25/05	588672
42 Hemosa Beach Police Department		540 Pier Avenue	Hemosa Beach	90254	2305-00057B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0192900	L21	07/28/05	588734
43 Huntington Park Police Department		6542 Miles Avenue	Huntington Park	90255	2805-00115A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0193100	L22	07/28/05	588744
44 Inglewood Court		One Regent Street	Inglewood	90301	2205-00042A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900YB	M62	07/27/05	588675
45 Inglewood Police Department		One Manchester Blvd	Inglewood	90301	2305-00054C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0193300	L23	07/27/05	588674
46 Irwindale Police Department		5050 North Irwindale Ave	Irwindale	91706	2705-00099A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0193400	L24	10/24/05	588720
47 Keryon Juvenile Justice Center		7825 S Central Avenue	Los Angeles	90001	2105-00028A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900P3	M63	06/10/05	587616
48 La Verne Police Department		2061 Third Street	La Verne	91751	2805-00085A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0193800	L25	07/14/05	587661
49 Lancaster Juvenile Justice Center		1040 West Avenue J	Lancaster	93534	3005-00135A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900Z1	M65	10/12/05	588706
50 Long Beach Court		415 West Ocean Blvd	Long Beach	90802	2805-00108A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900YB	M66	09/28/05	588667
51 Long Beach Police Department	#2 - Main Jail (Male)	400 West Broadway	Long Beach	90802	2905-00122	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LBPD	CA0194100	L50	09/26/05	588739
52 Long Beach Police Department	#3 - Main Jail (Male)	400 West Broadway	Long Beach	90802	2905-00123	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LBPD	CA0194100	L51	09/27/05	588666
53 Long Beach Police Department	#1-Main Jail (Female)	400 West Broadway	Long Beach	90802	2905-00124A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LBPD	CA0194100	L49	09/26/05	588738
54 Long Beach Police Department	#4 - Pre-Booking	400 West Broadway	Long Beach	90802	2905-00125B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LBPD	CA0194100	L52	09/27/05	588664
55 Long Beach Police Department	#5 - Pacific (Juvy)	1957 Pacific Avenue	Long Beach	90803	3005-00128A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LBPD	CA0194100	L53	09/27/05	588665
56 Long Beach Probation		145 Ocean Blvd	Long Beach	90802	4005-00176	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA019113G	L58	10/11/06	591885
57 Los Angeles Airport Court		11851 S La Cienega Blvd	Los Angeles	90008	2605-00084A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900P4	M64	07/13/05	587660
58 Los Angeles County Coroners Office		1104 N Mission Road	Los Angeles	90033	2805-00106	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Other	CA01900V0	L87	01/12/06	588730
59 Los Angeles District Attorneys Office		210 W Temple St 16th Fl	Los Angeles	90012	2005-00016C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Other	CA019013A	L88	06/08/05	587603
60 Los Angeles Police Department	Records & Identification-Su S230	150 N Los Angeles St	Los Angeles	90012	1905-00005C	TP-PRT-DUP	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA019427B	L74	07/13/05	587645
61 Los Angeles Police Department	Valley Jail #4	6240 Sylmar Avenue	Van Nuys	91401	2805-00107	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA019427B	L61	10/20/05	588717
62 Los Angeles Police Department	Wilshire Division	4861 West Venice Blvd	Los Angeles	90019	2805-00111C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194207	L83	07/07/06	588728
63 Los Angeles Police Department	Metro Jail #2	150 N. Los Angeles St	Los Angeles	90012	2905-00118A	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194273	L66	10/17/05	588712
64 Los Angeles Police Department	Metro Jail #3	150 N. Los Angeles St	Los Angeles	90012	2905-00119A	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194273	L67	10/17/05	588711
65 Los Angeles Police Department	Valley Jail #2	6240 Sylmar Avenue	Van Nuys	91401	2905-00120C	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194279	L79	10/26/05	588725
66 Los Angeles Police Department	77th St. #2	235 West 77th Street	Los Angeles	90003	2905-00121C	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194212	L56	07/10/06	590920
67 Los Angeles Police Department	Hollywood Division #1	1358 N Wilcox Ave	Los Angeles	90028	2905-00126B	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194206	L63	09/29/05	588670
68 Los Angeles Police Department	Devonshire Division	10250 Etiwanda Avenue	Northridge	91325	2905-00127D	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194217	L59	10/24/05	588721
69 Los Angeles Police Department	77th St #4 Female	235 West 77th Street	Los Angeles	90003	3005-00129	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194212	L62	07/10/06	588736
70 Los Angeles Police Department	Foothill Division	12760 Osborne Street	Pacoima	91351	3005-00132A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194216	L60	10/25/05	588722
71 Los Angeles Police Department	Southwest Division	1546 W.Martin Luther King Jr	Los Angeles	90062	3005-00137	No	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194203	L77	06/28/06	588699
72 Los Angeles Police Department	Metro Jail #1	150 N. Los Angeles St	Los Angeles	90012	3405-00148	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194273	L65	10/17/05	588713
73 Los Angeles Police Department	Valley Jail #1	6240 Sylmar Avenue	Van Nuys	91401	3405-00157C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194279	L78	10/26/05	588724
74 Los Angeles Police Department	Hollywood Division #3	1358 N Wilcox Ave	Los Angeles	90028	3405-00159A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194206	L64	03/07/06	590922
75 Los Angeles Police Department	West Valley	19020 Vanowen St	Reseda	91335 5114	3405-00160D	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194210	L82	11/01/06	591880
76 Los Angeles Police Department	Valley Jail #3 Female	6240 Sylmar Avenue	Van Nuys	91401	3505-00163A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LAPD Division	CA0194279	L80	10/26/05	588726

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	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 1 (12-1-12 thru 11-30- 13)	Price Yr 2 (12-1-13 thru 11-30- 14)	Price Opt Yr 1 (12-1-14 thru 11-30- 15)	Price Opt Yr 2 (12-1- 15 thru 11- 30-16)	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
77	Los Angeles Police Department	77th St #3 Female	235 West 77th Street	Los Angeles	90003	3505-00165C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LAPD Division	CA0194212	L57	07/10/06	590921
78	Los Angeles Police Department	Metro Jail #4 Juvenile	150 N. Los Angeles St.	Los Angeles	90012	3505-00188B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LAPD Division	CA0194273	L68	10/17/05	588714
79	Los Angeles Police Department	Pacific Division	12312 Culver Blvd	Los Angeles	90066	4005-00175	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LAPD Division	CA0194214	L73	07/05/06	590916
80	Los Angeles Police Department	77th St #1 Male	235 West 77th Street	Los Angeles	90003	4005-00178C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LAPD Division	CA0194212	L55	07/10/06	590918
81	Los Angeles Sheriffs Department	Records & Identification - PSU #1	12440 E. Imperial Hwy	Norwalk	90650	1805-00002	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD - RIB	CA0190047	M33	09/21/05	
82	Los Angeles Sheriffs Department	Norwalk Sheriff's Station	12335 Civic Center Drive	Norwalk	90650	1905-000079	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190004	M29	06/13/05	587631
83	Los Angeles Sheriffs Department	Lakewood Sheriff's Station	5130 North Clark Avenue	Lakewood	90712	1905-00011C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190013	M19	06/10/05	587607
84	Los Angeles Sheriffs Department	LACRIS Training #1 (Reese)	12440 E. Imperial Hwy	Norwalk	90650	2105-00025C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD - LACRIS - Testing	CA0190004	M98	06/15/06	587610
85	Los Angeles Sheriffs Department	Inmate Recep Ctr #2 Class Rear	450 Bauchet Street	Los Angeles	90012	2105-00029D	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190050	M12	06/13/05	587619
86	Los Angeles Sheriffs Department	Inmate Reception Ctr #6 Release	450 Bauchet Street	Los Angeles	90012	2105-00029B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190050	M16	06/13/05	587622
87	Los Angeles Sheriffs Department	Cerritos Sheriff's Station	18135 Bloomfield Avenue	Cerritos	90703	2105-00030B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190077	M04	06/10/05	587617
88	Los Angeles Sheriffs Department	Inmate Recep Ctr #1 Booking Fr	450 Bauchet Street	Los Angeles	90012	2105-00031C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190050	M11	06/13/05	587620
89	Los Angeles Sheriffs Department	Inmate Recep Ctr #4 Class Rear	450 Bauchet Street	Los Angeles	90012	2105-00033	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190050	M14	06/13/05	587621
90	Los Angeles Sheriffs Department	Pico Rivera Sheriff's Station	6631 Passons Road	Pico Rivera	90660	2105-00034A	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190015	M32	06/14/05	587624
91	Long Beach Police Department	Main Jail	400 West Broadway	Long Beach	90802	2105-00036B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LBPD LASD - LACRIS - Training	CA0194100	M27	07/22/08	587623
92	Los Angeles Sheriffs Department	LACRIS Training #2 (IRC)	12440 E. Imperial Hwy	Norwalk	90650	2105-00038C	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD - LACRIS - Training	CA0190050	M13	06/16/06	590919
93	Los Angeles Sheriffs Department	Inmate Recep Ctr #5 Class Rear	450 Bauchet Street	Los Angeles	90012	2205-00039A	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail LASD - LACRIS - Training	CA0190050	M15	07/21/05	587646
94	Los Angeles Sheriffs Department	LACRIS Training #3 (LAPD 77TH)	12440 E. Imperial Hwy	Norwalk	90650	2205-00040A	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD - LACRIS - Training	CA0194212	M17	06/17/06	587647
95	Los Angeles Sheriffs Department	Inmate Reception Ctr #8 DNA Lab	450 Bauchet Street	Los Angeles	90012	2205-00041A	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190050	M18	07/21/05	587648
96	Los Angeles Sheriffs Department	West Hollywood Sheriff's Station	720 North San Vicente Blvd	West Hollywood	90069	2205-00043B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190009	M39	07/26/05	588743
97	Los Angeles Sheriffs Department	Temple Sheriff's Station	8838 Las Tunas Drive	Temple City	91780	2205-00046B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190005	M37	07/26/05	588679
98	Los Angeles Sheriffs Department	Century Reg Deten Fac #1 Intake	11703 Alameda Street	Lynwood	90262	2205-00047C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190053	M05	07/25/05	588742
99	Los Angeles Sheriffs Department	Century Reg Deten Fac #3 Juven	11703 Alameda Street	Lynwood	90262	2205-00050B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190053	M07	07/25/05	588741
100	Los Angeles Sheriffs Department	Century Reg Deten Fac #2 Intake	11703 Alameda Street	Lynwood	90262	2305-00060C	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190053	M06	07/27/05	588676
101	Los Angeles Sheriffs Department	Marina Del Rey Sheriff's Station	13851 Fiji Way	Marina Del Rey	90292	2505-00074C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190065	M26	07/11/05	587658
102	Los Angeles Sheriffs Department	Crescenta Valley Sheriff's Station	4554 North Briggs Avenue	La Crescenta	91214	2505-00078B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190012	M08	07/14/05	587643
103	Los Angeles Sheriffs Department	East Los Angeles Sheriff's Station	5019 East 3rd Street	Los Angeles	90022	2505-00080C	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190002	M09	07/12/05	587630
104	Los Angeles Sheriffs Department	Altadena Sheriff's Station	780 E. Altadena Drive	Altadena	91001	2605-00082A	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190007	M01	07/14/05	587644
105	Los Angeles Sheriffs Department	Metro Jail #5	150 N. Los Angeles St.	Los Angeles	90012	2605-00083	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LAPD Division	CA0194273	M28		587662
106	Los Angeles Sheriffs Department	LA County Medical Center-LCMC	1701 West State Street	Los Angeles	90033	2605-00086B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190057	M22	07/12/05	587641
107	Los Angeles Sheriffs Department	Lost Hills Sheriff's Station	27050 Agoura Road	Agoura Hills	91301	2705-00096B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190022	M25	07/18/05	587638
108	Los Angeles Sheriffs Department	Santa Clarita Valley Sheriff's	23747 Magic Mountain Pkwy	Valencia	91355	2705-00098B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190006	M36	07/20/05	588653
109	Los Angeles Sheriffs Department	Lomita Sheriff's Station	26123 Narbonne Avenue	Lomita	90717	2805-00109B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190017	M24	08/02/05	588661
110	Los Angeles Sheriffs Department	Industry Sheriff's Station	150 North Hudson Avenue	Industry	91744	2805-00112B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190014	M10	10/14/05	588680
111	Los Angeles Sheriffs Department	Mira Loma Detention Facility #2	45100 60th Street West	Lancaster	93556	3005-00134B	TP-PRT-COLOR2 (2)	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190056	M93	10/10/05	588702
112	Los Angeles Sheriffs Department	Century Reg Det Fac #4 Womens	11703 Alameda Street	Lynwood	90262	3005-00136B	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190051	M90	03/25/06	588698
113	Los Angeles Sheriffs Department	Lennox Sheriff's Station	4331 Lennox Blvd	Lennox	90304	3005-00138A	TP-PRT-COLOR2	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Station	CA0190003	M23	10/13/05	588709
114	Los Angeles Sheriffs Department	Mira Loma Detention Facility #1	45100 60th Street West	Lancaster	93556	3005-00140B	No	\$ 247.28	\$ 465.91	\$ 692.22	\$ 926.45	LASD Jail	CA0190056	M92	10/10/05	588701

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Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 1 (12-1-12 thru 11-30-13)	Price Yr 2 (12-1-13 thru 11-30-14)	Price Opk Yr 1 (12-1-14 thru 11-30-15)	Price Opk Yr 2 (12-1-15 thru 11-30-16)	Site type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
115 Los Angeles Sheriffs Department	Lancaster Sheriff's Station	501 West Lancaster Blvd	Lancaster	93554	3005-00143C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190024	M21	10/11/05	588703
116 Los Angeles Sheriffs Department	LA Co Coroners Office #2 (PDC)	1104 N Mission Road	Los Angeles	90033	3105-00144B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Other	CA01900V0	M31	Pending	588704
117 Los Angeles Sheriffs Department	LACRIS Training #5 (Bell PD)	12440 E. Imperial Hwy	Norwalk	90650	3105-00145A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD - LACRIS - Training	CA0190070	L75	08/18/06	591883
118 Los Angeles Sheriffs Department	Carson Sheriff's Station	21356 South Avalon Blvd	Carson	90745	3405-00152A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190018	M03	10/13/05	588708
119 Los Angeles Sheriffs Department	San Dimas Sheriff's Station	270 S. Walnut Avenue	San Dimas	91773	3405-00154A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190008	M35	12/13/05	590912
120 Los Angeles Sheriffs Department	Walnut Sheriff's Station	21645 Valley Boulevard	Walnut	91789	3405-00156B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190020	M38	10/20/05	588715
121 Los Angeles Sheriffs Department	Century Reg.Deten.Fac.#5 Intake	11703 Alameda Street	Lynwood	90262	3505-00162	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Jail	CA0190053	M20	06/25/07	588707
122 Los Angeles Sheriffs Department	Avalon Sheriff's Station	215 Summer Avenue	Avalon	90704	3505-00166	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190018	M02	11/02/05	590914
123 Los Angeles Sheriffs Department	Records & Identification - PSU #2	12440 E. Imperial Hwy	Norwalk	90650	3505-00167	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD - RIB	CA0190047	M34		591888
124 Los Angeles Sheriffs Department	LACRIS Train#4 (Long Beach PD)	12440 E. Imperial Hwy	Norwalk	90650	3505-00169A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD - LACRIS - Training	CA0194100	L81	06/18/06	591886
125 Los Angeles Sheriffs Department	LACRIS Train.#6 (Los Cerritos Ct)	12440 E. Imperial Hwy	Norwalk	90650	4005-00174	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD - LACRIS - Training	CA01900Y0	L72	10/13/05	591881
126 Los Angeles Sheriffs Department	Palmdale Sheriff's Station	750 East Avenue C	Palmdale	93550	4105-00179A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA01900W0	M30	06/22/06	590917
127 Los Cerritos Court		10025 East Flower Street	Bellflower	90703	3005-00139A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900Y0	M67	09/28/05	588662
128 Los Padrinos Juvenile Court		7285 Quill Drive	Downey	90242	2305-00055	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900P0	M68	07/22/05	588658
129 Los Padrinos Juvenile Hall		7285 Quill Drive	Downey	90242	2205-00048A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0190730	L89	07/22/05	588659
130 Manhattan Beach Police Dept.		420 15th Street	Manhattan Beach	90266	4105-00181A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0194400	L26	06/00/06	591879
131 Maywood Police Department		4317 East Slauson Avenue	Maywood	90276	2105-00035	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0194500	L27	06/14/05	587611
132 Mental Health Department 95		1150 N San Fernando Rd	Los Angeles	90065	3005-00130A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900P1	M65	09/30/05	588669
133 Metropolitan Court		1945 South Hill Street	Los Angeles	90007	2105-00023A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900X3	M70	06/09/05	587604
134 Michael D Antonovich Antelope Valley Court		42011 4th Street West	Lancaster	93534	3005-00142A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900N8	M71	10/11/05	588700
135 Monrovia Police Department		140 East Lime Avenue	Monrovia	91016	2805-00103	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0194600	L28	10/25/05	588723
136 Montebello Police Department		1800 West Beverly Blvd	Montebello	90640	2105-00032C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0194700	L29	07/22/05	587640
137 Monterey Park Police Department		310 West Newmark Avenue	Monterey Park	91754	3505-00164B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0194800	L30	10/21/05	588718
138 Norwalk Court		12720 Norwalk Blvd	Norwalk	91650	1905-00008A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900X0	M72	06/10/05	587618
139 Palos Verdes Estates Police Dept.		340 Palos Verdes Dr West	Palos Verdes Estates	90274	3005-00131C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0195100	L31	09/30/05	588668
140 Pasadena Court		300 E Walnut Avenue	Pasadena	91011	2805-00116A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900X0	M73	09/29/05	588692
141 Pasadena Police Department	#1 (Adult)	207 North Garfield Ave	Pasadena	91101	1905-00010B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0195300	L32	06/06/05	587629
142 Pasadena Police Department	#2 (Juvy)	207 North Garfield Ave	Pasadena	91101	2605-00090A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0195300	L33	09/29/05	588693
143 Pomona North Court		350 West Mission Blvd	Pomona	91766	1905-00066B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900X7	M74	06/09/05	587609
144 Pomona Police Department		490 West Mission Blvd	Pomona	91766	2705-00101C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0195500	L34	10/24/05	588719
145 Pomona Probation		1660 West Mission Blvd	Pomona	91766	3405-00155A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0191430	L91	12/20/05	590913
146 Pomona South Court		400 Civic Center Plaza	Pomona	91766	1905-00004A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Court	CA01900X0	M75	06/08/05	587608
147 Probation Central Juvenile Hall	Central Juvenile Hall (Eastlake)	1605 Eastlake Avenue	Los Angeles	90033	2505-00076C	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0192430	L86	07/13/05	587642
148 Probation Pre Trial Services	Probation	433 Baughett	Los Angeles	90063	4105-00182A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0191330	L69	09/13/06	591884
149 San Fernando Juvenile Probation	Barry J. Nidorf Juvenile Hall	16350 Filbert Street	Sylmar	91342	2605-00091A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0190330	L95	07/18/05	587663
150 Redondo Beach Police Dept.		401 Diamond Street	Redondo Beach	90277	2305-00061B	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Police	CA0195600	L35	07/29/05	588731
151 Rio Hondo Probation		8240 Broadway	Whittier	90606	4105-00180A	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	Probation	CA0191330	L70	09/13/06	591877
152 Rosemead Public Safety Center		3018 N Charlotte Ave	Rosemead	91780	3105-00146	TP-PRT-COLOR2	\$247.26	\$465.91	\$692.22	\$926.45	LASD Station	CA0190005	M40	08/15/06	NO

EXHIBIT C- EQUIPMENT LIST AND PRICE SCHEDULE FOR 24/7 P12 COVERAGE / MONTHLY BILLING

	Account Name	Site Name	Address	City	Zip	Livescan Serial #	Printer	Price Yr 1 12-1-12 thru 11-30- 13	Price Yr 2 12-1-13 thru 11-30- 14	Price Opk Yr 1 12-1-14 thru 11-30- 15	Price Opk Yr 2 12-1-15 thru 11-30- 16	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
153	San Fernando Court		900 3rd Street	San Fernando	90310	2505-00079A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900P0	M76	07/15/05	587649
154	San Fernando Police Department		910 1st Street	San Fernando	91340	2705-00097C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196100	L36	07/18/05	587664
155	San Gabriel Police Department		625 South Del Mar Ave	San Gabriel	91766	2305-00067C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196200	L37	07/05/05	587625
156	San Marino Police Department	Cal State Northridge Univ PD	18111 Nordhoff St	Northridge	91330	2305-00066B	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0198400	L38	Pending	587613
157	Santa Clarita Court	Newhall/Valencia	23747 W Valencia Blvd	Valencia	91355	2705-00093	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900X4	M77	07/19/05	587665
158	Santa Monica Police Department		333 Olympic Blvd.	Santa Monica	90401	2605-00087	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196500	L39	07/12/05	587659
159	Santa Monica Probation		1725 Main St	Santa Monica	90401	3305-00147A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Probation	CA019153G	L71	09/13/06	591887
160	Sierra Madre Police Department		242 West Sierra Madre Blvd	Sierra Madre	91024	2705-00100A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196600	L40	10/06/05	588696
161	Signal Hill Police Department		1800 East Hill Street	Signal Hill	90755	2205-00049B	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196700	L41	08/01/05	588660
162	South Gate Police Department		8610 California Ave.	South Gate	90280	2105-00017C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0196900	L42	06/06/05	587600
163	South Pasadena Police Dept		1422 Mission Street	South Pasadena	91030	2605-00089A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0197000	L43	07/21/05	588656
164	Stanley Mosk Courthouse		111 North Hill Street	Los Angeles	90012	2105-00027C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900Z7	M78	06/09/05	587605
165	Sylmar Juvenile Court		16350 Filbert Street	Sylmar	91342	2705-00095C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900P7	M79	07/20/05	588654
166	Torrance Court		825 Maple Street	Torrance	90503	2805-00117	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900Q3	M80	07/29/05	588732
167	Torrance Police Department		3300 Civic Center Drive N	Torrance	90503	2805-00114C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0197200	L44	07/29/05	588733
168	UCLA Security Police Department		601 Westwood Plaza	Los Angeles	90095	3405-00150	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0199700	L45	10/27/05	588727
169	Van Nuys West Court		14400 Erwin Street Mall	Van Nuys	91401	2705-00092	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900Q5	M81	07/20/05	588655
170	Vernon Police Department		4305 South Santa Fe Ave	Vernon	90058	2105-00037A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0197300	L46	06/14/05	
171	West Covina Court		1427 West Covina Parkway	West Covina	91790	1905-00009C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900Z5	M82	07/22/05	587639
172	West Covina Police Department		1444 West Garvey Ave S	West Covina	91790	2505-00075C	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0197500	L47	07/11/05	587627
173	Whittier Court		7339 S Painter Avenue	Whittier	90602	2105-00021A	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD Court	CA01900Q8	M83	06/07/05	587606
174	Whittier Police Department		7315 South Painter Avenue	Whittier	90601	2805-00110B	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	Police	CA0197600	L48	10/07/05	588697
175	Long Beach Police Department	Records	400 West Broadway	Long Beach	90802	1-18912285, TP-PRT- COLOR2	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LBPD			09/26/05	
176	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1-17644140, 77KJ751	TP-PRT-COLOR2	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD - LACRIS - Printer	CA0190040		BEC 4	
177	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1-17644140, 9929XB6	TP-PRT-DUP	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD - LACRIS - Printer	CA0190040		BEC 4	
178	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1255-1, TPE-CEN- MGMTSVR2	NO	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD - LACRIS - Printer	CA0190040		BEC 4	
179	Los Angeles Sheriffs Department	Norwalk Central Site	12440 E. Imperial Hwy	Norwalk	90650	1247-1, TPE-CEN- MGMTSVR2	NO	\$2,472.26	\$,465.91	\$,692.22	\$,926.45	LASD - LACRIS - Printer	CA0190040		BEC 4	
180	Los Angeles Sheriffs Department	Ste 400 W.	12440 E. Imperial Hwy			11521-01, TPE-CEN- CONTROLLE R2	NO	\$2,472.26	\$,465.91	\$,692.22	\$,926.45					
								\$93,708.9000	\$96,988.7115	\$100,383.3164	\$103,896.73	Year Total				
												4-YR Total	4,739,731.92			
												Pool \$	500,000.00			
												Month Total				
												CONTRACT TOTAL \$ 5,239,732				

EXHIBIT C- EQUIPMENT LIST AND PRICE SCHEDULE FOR 24/7 P12 COVERAGE / MONTHLY BILLING

Account Name	Site Name	Address	City	State	Zip	Portal #	Printer	Price Yr 1 (12-1-12 thru 11-30-13)	Price Yr 2 (12-1-13 thru 11-30-14)	Price Op. Yr 1 (12-1-14 thru 11-30-15)	Price Op. Yr 2 (12-1-15 thru 11-30-16)	Fixed Hourly Rate for Professional Services	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Livescan Co
												\$180.00					

CONTRACTOR’S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____

Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into the above-referenced Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Agreement and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

EXHIBIT E1

Contractor Name _____ Agreement No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of the Agreement or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____

Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into above-referenced Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Agreement and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

EXHIBIT E2

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of the Agreement or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe-la.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered

Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindará atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT G

JURY SERVICE ORDINANCE AND JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002 0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's Agreements are subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program.** All Contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM AND CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of

this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONTRACT PERFORMANCE DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p>1. SOW Paragraph 5.3</p> <p>Remedial Maintenance Service Requirements</p>	<p>Contractor shall provide Remedial Maintenance service which ensures that the equipment shall be repaired within (8) consecutive hours from the time Contractor is notified by the Department. If any device or equipment is out of service for eight consecutive hours from the time Contractor was notified by the Department, Contractor shall, by the end of the eighth (8th) hour, replace the defective device or equipment with an operable device or equipment until the defective item has been fully repaired. The eight (8) hour clock begins from the time of personal notification to a representative, or message left at call center for Contractor. The service technician assigned the service call must return the Department's call within one (1) hour to the LACRIS Help Desk at (562) 345-4400. (This shall be effective on a 24-hour basis.)</p>	None	Inspection & Review	<p>\$800 per non-compliant occurrence.</p> <p>- 8 hours that system is not fully functional.</p> <p>-service is not provided within 8 hours.</p> <p>-replacement is not supplied if un-repaired in 8 hours, \$200 assessed each hour thereafter.</p> <p>- Contractor must return message within 1 hour; \$200 assessed each hour thereafter.</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

<p>2. SOW Paragraph 5.5</p> <p>Remedial Maintenance Service Requirements</p>	<p>(Contractor shall provide Remedial Maintenance on an on-call basis).</p> <p>Contractor may attempt to correct the problems by phone or remote access. If Contractor is unable to correct a problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified by the Department, depending on the availability of the site.</p>	None	Inspection & Review	<p>\$500 per non-complaint occurrence</p> <p>-repair must begin within 4 hours of notification, \$200 assessed each hour thereafter.</p>
<p>3. SOW Paragraph 6.1, 6.2 and 6.3</p> <p>Preventive Maintenance Service Requirements</p>	<p>Contractor shall provide Preventative Maintenance in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of LiveScan Equipment listed on Exhibit C, Maintenance Price Schedule and Equipment List) of the Agreement, the System Software with respect to such LiveScan Equipment, and any Additional Software.</p> <p>Preventive Maintenance shall be performed every thirty (30) calendar days in between visits, and with a downtime of no more than one and one half (1.5) hours.</p> <p>All Preventive Maintenance must be performed during slack times or off-shift hours, when LiveScan Equipment is not in use, and must not exceed 1.5 hours per</p>	None	Inspection & Review of Reports	<p>\$500 per non-compliant occurrence</p> <p>-service must not exceed 1.5 hour, \$200 assessed each hour thereafter.</p> <p>-must maintain every 30 days, \$200 assessed each day thereafter</p> <p>-not less than 15 days between visits.</p>

	Preventive Maintenance call.			
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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

<p>4. SOW Paragraph 7.1, 7.2, 7.3 and 7.4</p> <p>On-Site Critical Parts</p>	<p>Contractor shall provide a list of high usage and critical spare parts for any LiveScan Equipment to be stored locally at the Central Site equipment storage in Norwalk, as listed on Exhibit C, (Maintenance Price Schedule and Equipment List) of the Agreement. This list must be approved by the County Project Manager prior to the actual storage of such parts by Contractor.</p> <p>Any spare part that is used in the recovery from a failure must be replaced within seventy-two (72) hours of the use at Contractor's expense.</p> <p>The County Project Manager will ensure that periodic inspection of the spare parts is made and the quantity of the spare parts can be verified against the list.</p> <p>Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.</p>	None	Observation & Review of Reports	<p>\$500 per non-compliant occurrence</p> <p>-replace used parts within 72 hours, \$200 assessed each day thereafter</p>
5. SOW	Upon completion of each Preventive	None	Review	\$300 per non-compliant

EXHIBIT J

Subparagraph 10.7 Contractor's Responsibilities	Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS help desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventative Maintenance service or Remedial Maintenance repair service call.			occurrence -disposition within hour of service, \$200 assessed each hour thereafter. -no disposition reported
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ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

EXHIBIT M

IRS NOTICE 1015

IRS NOTICE 1015

(Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor's organization have and will comply; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____